

ARRANGEMENT FOR THE MANAGEMENT OF
THE WESTERN PACIFIC PURSE SEINE FISHERY

THE PARTIES

TAKING into account the United Nations Convention on the Law of the Sea, 1982, in particular Articles 56(1)(a) and 61;

ACKNOWLEDGING that in accordance with the relevant principles of international law each of the Parties has established in exclusive economic zone or fisheries zone (hereinafter called the “ the exclusive economic zones ”) which extends up to two hundred nautical miles from the baseline from which their respective territorial seas are measured and within which they respectively and separately exercise sovereign rights for the purposes of exploring, exploiting, conserving and managing all living marine resources;

HAVING REGARD to the objective of the South Pacific Forum Fisheries Agency Convention 1979 and the Nauru Agreement Concerning Cooperation in the Management of Fisheries of Common Interest 1982 and in particular the promotion of regional cooperation and coordination of fisheries policies and the need for implementation of these objectives through regional and sub-regional arrangements;

RECOGNISING the responsibilities of coastal states and fishing states to cooperate with each other in the conservation and management of the living marine resources of the high seas and taking into account the special interest of coastal states in highly migratory species while outside their exclusive economic zones;

RECOGNISING that in order to ensure sustained conservation of living marine resources both within and beyond the exclusive economic zone, fisheries management regimes must effectively maintain the ecological relationship between dependent and associated populations, prevent any decrease in the size of harvested populations below those necessary to ensure their stable recruitment, and avoid adverse impacts upon the marine environment and further recognising that in order to ensure conservation and ecologically sound practices, effectively monitored and enforced;

REAFFIRMING the obligation of fishing nations to provide full and verifiable data on their fishing operations;

MINDFUL of the dependence of countries of the South Pacific upon the rational development and utilization of the living marine resources and the continued abundance of these resources;

ACCEPTING the right of all members of the South Pacific Forum Fisheries Agency to become Parties to this Arrangement;

HAVE AGREED AS FOLLOWS:

ARTICLE 1

DEFINITIONS AND INTERPRETATIONS

1.1 In this Arrangement -

- (a) “ Purse Seine Fisheries Management Area ” (hereinafter referred to as “ the Area ”) means the exclusive economic zones or fisheries zones of the Parties hereto including adjacent high seas areas in the Western Pacific within which purse seine vessels operate.
- (b) “ Party ” means a State party to this Arrangement, and “ Parties ” means all such States from time to time;
- (c) “ Party to the Nauru Agreement ” means a Party to the Nauru Agreement Concerning Cooperation in the Management of Fisheries of Common Interest, 1982; and
- (d) “ member of the Forum Fisheries Agency ” means a Party to the South Pacific Forum Fisheries Agency Convention, 1979.
- (e) “ Regional Register ” means the Regional Register of Foreign Fishing Vessels maintained by the South Pacific Forum Fisheries Agency.
- (f) “ domestic vessel ” means any fishing vessel -
 - (i) wholly owned by the Government of a Party or by any public corporation or body established by or under any law of a Party, all of the shares in which are beneficially owned by the Government of the Party;
 - (ii) wholly owned and controlled by one or more natural persons who are citizens or permanent residents of the Party in which the vessel is based under the relevant laws relating to nationality and citizenship of that Party; or

(iii) wholly owned and controlled by any company, society or other association of persons incorporated or established under the laws of the Party in which the vessel is based.

(g) “ locally-based foreign fishing vessel ’ means a foreign fishing vessel which is based in a Party, lands all of its catch in that Party and/or operates under a joint venture arrangement in the territory of that Party which is approved by the Government of that Party or under arrangements whereby the operator of the vessel is participating in shore based developments or is otherwise making a substantial contribution to the development of the domestic tuna industry of the licensing Party.

(h) “ foreign fishing vessel ” means any fishing vessel other than a domestic vessel or a locally-based foreign fishing vessel.

ARTICLE 2

SCOPE OF THE ARRANGEMENT

2.1 The understandings found in this document will apply to all species of tuna and tuna-like species (including billfish and other incidental by-catch (hereinafter referred to as “ tuna ”)), taken by purse seine vessels, wherever they may occur in the Area.

ARTICLE 3

MANAGEMENT MEETINGS

3.1 The Parties to this Arrangement will meet once a year for the purpose of reviewing the current status of tuna stocks and to establish necessary measures for their management and conservation.

3.2 The functions of the Management Meeting are -

(a) to consider all available information including scientific data relating to catch and operations of purse seine fishing vessels within the Area and economic and socio-economic information relating to the impact of the fishery on Parties;

(b) to consider management measures, which may include, but are not limited to-

(i) the regulation of fishing effort by purse seine vessels which have good standing on the Regional Register, including the number of vessels by size class, operation type, carrying capacity, fishing power and technological capability or other grouping subject to the criteria set out in Article 5.1;

- (ii) the allocation of licences as indicated in Annex 1 hereto for fishing access to the exclusive economic zones of Parties including licence denial for those foreign fishing vessels unwilling to cooperate in these management and conservation measures by failing to provide high seas catch and effort data;
 - (iii) the establishment of closed areas and closed seasons; and
 - (iv) any other management measure deemed necessary from time to time.
- (c) the establishment and implementation of a system of observation and inspection consistent with regionally agreed initiatives;
- (d) the more effective implementation of the First and Second Implementing Arrangements entered into pursuant to the Nauru Agreement Concerning Cooperation in the Management of Fisheries of Common Interest, 1982. The said Implementing Arrangements are annexed to this Arrangement as Annex 2;
- (e) the development of surveillance and enforcement procedures consistent with regionally agreed initiatives;
- (f) the referral of matters for consideration by Special Working Groups as may be considered necessary from time to time;
- (g) the adoption of a budget for the management of tuna resources; and
- (h) the determination of the level of contributions by Parties.

3.3 Any allocation of licences under sub-paragraph 3.2(b)(ii) above will take into account the strong dependence of South Pacific coastal states on fisheries resources and the special importance to them of the conservation and optimum utilization of highly migratory species of tuna in the region.

3.4 All secretariat services and arrangements for meetings will be performed by the Forum Fisheries Agency.

3.5 Each Party will ensure that its national and fishing vessels comply with any management measures adopted by the Management Meeting.

ARTICLE 4

DECISIONS OF THE MANAGEMENT MEETING

The decisions of the Management Meeting will be arrived at by consensus and will be binding on the Parties.

ARTICLE 5

ALLOCATION OF LICENCES

5.1 Provided vessels have good standing on the Regional Register, Parties to the Arrangement undertake to allocate licences in the following order of priority -

- (a) domestic vessels;
- (b) domestic vessels of another Party to this arrangement or vessels jointly operated by or on behalf of the Government of the Party in which the vessel is based and one or more other Parties;
- (c) locally - based foreign fishing vessels;
- (d) foreign fishing vessels with established access arrangements over previous years and with good records of compliance with national laws and regulations, the minimum terms and conditions and reporting requirements of Parties; and
- (e) new foreign fishing entrants to the fishery.

ARTICLE 6

LICENCE ALLOCATION CRITERIA

6.1 The Parties agree that the number of licences that may be issued to purse seine vessels of individual fleets will not exceed the limits set out in Annex 1 hereto.

6.2 Additional licences may be issued as set out in Annex 1 hereto. A premium of at least 20% will be applied to the fees payable for such additional licences.

6.3 The agreed limits on the number of licences that may be issued will be reviewed by the Management Meeting. The Parties agree that any alteration to the above maximum allocations, including the allocation

of additional licences, must be approved by all the Parties. It is further understood that the Parties will aim to reduce the number of additional licences available.

6.4 In allocating licences to individual foreign purse seine vessels the Parties will apply the following criteria. Licences will be issued -

(a) firstly on the basis of the vessel ' s record of compliance with the national laws and regulations and reporting requirements of Parties; and

(b) secondly in chronological order of applications submitted to Parties.

6.5 Vessels with poor records of reporting and compliance with national laws and regulations of Parties will receive the lowest priority in the allocation of available licences.

ARTICLE 7

SPECIAL WORKING GROUPS

7.1 The Management Meeting may designate Special Working Groups to examine issues arising out of the implementation of this Arrangement.

7.2 Each Party will have the right to appoint a representative to any Special Working Group.

7.3 Where expertise is not available within the Area, the Management Meeting may invite external expertise to participate in the meetings of the Groups. The costs of external experts ' participation may be met by Parties to this Arrangement.

7.4 The recommendations of any Special Working Groups will be submitted in writing to the Management Meeting. The recommendations shall not be binding on Parties or the Management Meeting.

ARTICLE 8

INFORMAL CONSULTATIONS WITH OTHER STATES
AND INTERNATIONAL ORGANISATIONS

8.1 The Parties recognise the need to cooperate with other states or international organisations having an interest in the tuna resources within the Area

8.2 The Parties agree that such cooperation will take place through informal consultations between the Parties and other states or international organisations.

ARTICLE 9

SECRETARIAT

9.1 The Director of the Forum Fisheries Agency will assist the Parties in the implementation and coordination of the provisions of this Arrangement.

9.2 The Director will coordinate the licensing mechanism under this Arrangement. This will include -

(a) evaluating the level of compliance by assessing returned catch reports on the South Pacific Commission/FFA Regional Tuna Fisheries Database; and

(b) evaluating reports received from Parties relating to compliance by purse seine vessels with Parties national laws and reporting requirements.

9.3 The Parties agree to comply with the rules and procedures relating to the operation of the Regional Register as agreed upon from time to time by the Forum Fisheries Committee.

9.4 In addition, the Parties will notify the Director of the name, call sign, local licence or registration number and regional register number, if any, of all purse seine vessels licensed to fish in their exclusive economic zones, regardless of whether such vessels are considered for the purposes of national legislation as foreign, domestic, domestic-based, locally-based foreign fishing vessels or otherwise, at two monthly intervals. Deadlines shall be set at the first day of the month for January, March, May, July, September and November.

9.5 The Director will notify the Parties of the name, call sign and registration number of all purse seine vessels licensed to fish in the exclusive economic zones of all the Parties each month and the number of licences available for allocation at any given time will be determined by reference to the list distributed by the Director.

ARTICLE 10

CONSULTATIONS AND DISPUTE SETTLEMENT

10.1 At the request of any Party, consultations will be held with any other Party within sixty (60) days of the date of receipt of the request. All other Parties will be notified of such requests for consultations and any Party will be permitted to participate in such consultations.

10.2 Any dispute arising out of the interpretation or implementation of this Arrangement between two or more Parties will be settled through peaceful negotiations.

ARTICLE 11

ENTRY INTO FORCE

11.1 This Arrangement will be open for signature by the Parties to the Nauru Agreement and is subject to ratification.

11.2 This Arrangement will enter into force 14 days following receipt by the depositary of instruments of ratification by five signatories including the Federated States of Micronesia, Republic of Kiribati and the Independent State of Papua New Guinea. Thereafter it shall enter into force for any signing or acceding State 30 days after receipt by the depositary of the instrument of ratification or accession.

11.3 The depositary for this Arrangement shall be the South Pacific Forum Fisheries Agency.

11.4 Following entry into force this Arrangement shall be open for accession by other members of the

Forum Fisheries Agency not Parties to the Nauru Agreement.

11.5 Reservations to this Arrangement shall not be permitted.

11.6 Any Party may withdraw from this Arrangement by giving written notice to the depositary. Withdrawal shall take effect one year after receipt of such notice.

11.7 Any amendments to this Arrangement proposed by a Party shall be adopted by consensus.

IN WITNESS WHEREOF the undersigned, duly authorised by their respective Governments, have signed this Arrangement.

DONE at Suva this day of October 1992

Federated States of Micronesia Republic of Palau

Republic of Kiribati Papua New Guinea

Republic of the Marshall Islands Solomon Islands

Republic of Nauru Tuvalu

ANNEX 1

AGREED PURSE SEINE LICENCE NUMBERS

The maximum number of licences for purse seine vessels agreed to by the 11th Annual Meeting of the Parties to the Nauru Agreement, Tarawa, Kiribati, 14 - 17 April, 1992 is as follows:

	Single (Additional)	Group (Additional)
1. Multilateral Access		
USA(Treaty)	40 (10) ¹ (5) ²	
2. Bilateral Access		
a) FFA Members		
Australia	6	
b) Foreign		
Japan	32 (12)	4 (3)
Taiwan	30 (5)	2
South Korea	32 (5)	
Philippines	6 (5)	
Indonesia	3	
Sub - Total(a+b)	109 (22)	6 (3)
3. Domestic/Locally-based foreign vessels		
All Parties	10	
TOTAL (1+2+3)	159 (32) (5)	6 (3)

¹ As agreed in relation to an extension of the Treaty on Fisheries Between the Governments of Certain Pacific Island States and the Government of The United States of America

² Special Licences for joint ventures/developmental licences as agreed with the United States in relation to an extension of the US Treaty

ANNEX 2

AN ARRANGEMENT IMPLEMENTING THE NAURU AGREEMENT SETTING FORTH MINIMUM TERMS AND CONDITIONS OF ACCESS TO THE FISHERIES ZONES OF THE PARTIES

Pursuant to Article II, III, VII and IX of the Nauru Agreement Concerning Co-operation in the Management of Fisheries of Common Interest, hereinafter referred to as the “ Nauru Agreement ” , wherein the Parties thereto agreed to conclude arrangements to facilitate the implementation of the Nauru Agreement, the Federated States of Micronesia, the Republic of Kiribati, the Republic of the Marshall Islands, the Republic of Nauru, the Republic of Palau, Papua New Guinea and Solomon Islands,

HAVE AGREED AS FOLLOWS

ARTICLE I

SOUTH PACIFIC FORUM FISHERIES AGENCY REGIONAL REGISTER OF FISHING VESSELS

The Parties shall participate in, and comply with, the Procedures for the Establishment and Operation of the South Pacific Forum Fisheries Agency Regional Register of Fishing Vessels, adopted by the South Pacific Forum Fisheries Committee at Apia, Western Samoa on 5 May 1983.

ARTICLE II

LICENSING TERMS AND CONDITIONS

The Parties shall establish the following minimum terms and conditions and utilize the following common formats in all of their subsequent foreign fishing agreements and their licensing requirements concerning foreign vessels fishing the common stocks of fish within the Fisheries Zones:

1. Licensing Procedures

- (a) each foreign fishing vessel subject to this Arrangement shall be individually licensed;
- (b) applications for fishing licenses shall be made by telex, cable, or letter to a Party or its designated representative;

- (c) payment, or the guarantee of payment, of licence fees shall be required prior to the issue of a licence;
- (d) upon receipt, the licence document shall be carried on the licensed vessel and produced on demand. Production of a current valid licence number, issued in accordance with the provisions herein, shall be sufficient evidence that a vessel is licensed, pending receipt of the licence document;
- (e) there shall be no refund of fees paid for the issue of a fishing licence;
- (f) there shall be no transfer of licences;

2. Authorised Personnel

The owner, charterer, operator, master or any other person responsible for the operation of a licensed vessel shall:

- (a) allow authorised personnel to board the licensed vessel at any location as determined by the licensing Party in consultation with the person responsible for the operation of the vessel, including at ports where voyages commence or at ports within the Fisheries Zones or at sea, and to remain on board;
- (b) permit authorised personnel to gather information relevant to the Fisheries Zones of any of the Parties;
- (c) provide maintenance for authorised personnel, including food, accommodation and medical care of a standard at least equivalent to that provided for officers of the licensed vessel;
- (d) allow authorised personnel access to facilities and equipment including satellite navigators, radios, other navigation aids and charts in order to carry out their duties on board the licensed vessel;
- (e) provide reasonable facilities for authorised personnel and assist them to carry out their duties;
- (f) allow authorised personnel access to catch on board for the purpose of collecting management related and biological information and sample;
- (g) disembark authorised personnel at an agreed location;
- (h) allow representatives of the Parties to be present at the unloading of the catch for the purpose of collecting management related and biological information and samples.

3 Catch Reporting and Maintenance of Log Book

The owner, charterer, operator, master or any other person responsible for the operation of a licensed vessel shall ensure the maintenance of catch data and log books in the following respects:

- (a) keep daily catch and effort records on board the vessel within the Fisheries Zones on common catch

data forms, the formats of which are set out in Appendix I;

(b) keep the relevant common catch data form current at all times and produce it on demand to any authorized personnel;

(c) make the data required on the regional catch data form available to the licensing Party or its representative within 45 days after the completion of each voyage.

4. Timely Report of Catch, Entry and Exit

The owner, charterer, operator, master or any other person responsible for the operation of a licensed vessel, except vessels under 20 gross registered tons, shall report according to instructions provided by the licensing Party, in the following respects:

(a) notice of entry of the vessel to the Fisheries Zone of the Party shall be given. Communication in this respect shall be made in the format set out in Appendix II(1);

(b) the position of the vessel shall be reported while within the Fisheries Zone of the Party on a weekly basis together with the total catch of the vessel for the last seven days in the format as set out in Appendix II(2);

(c) at the time of exit from the Fisheries Zone of the Party, the vessel ' s position, the total amount of fish on board and the total catch for the days elapsed since either the entry report or the previous weekly report, as the case may be, shall be reported in the format as set out in Appendix II(3);

(d) Where an agreement authorizes fishing in the zones of more than one Party, the requirements of paragraphs (a) and (c) may be satisfied by reporting entry and exit into and from the combined zones of the Parties concerned.

5. Identification of Licensed Vessels

The owner, charterer, operator, master or any other person responsible for the operation of licensed vessel shall ensure that the licensed vessel displays standard identification marks in the following respects:

(a) the radio call sign of the vessel be displayed in a prominent position on the vessel where it can be readily identified from the air and sea;

(b) in cases where the vessel does not possess a radio call sign, the vessel registration number be displayed in the manner described above;

(c) the letters and numbers described above be at least one metre high, clear and distinct and coloured

black on white, white on black or similar contrasting colours;

(d) the vessel ' s name be painted clearly in English in large letters on the bow and stern of the vessel.

ARTICLE III

LEGISLATIVE EFFECT

1. Each Party agrees to ensure compliance with the minimum terms and conditions of access set out in Article II of this Arrangement, if necessary by the enactment of legislation.

2., Each Party shall communicate to the Government of Solomon Islands, as the depositary of the Nauru Agreement, the text of any legislation it has enacted in order to give effect to this Arrangement.

ARTICLE IV

SIGNATURE AND EFFECT

1. This Arrangement shall be open for signature by the Parties to the Nauru Agreement.

2. This Arrangement shall take effect 30 days following signature by the fourth Party. Thereafter, it shall take effect for any signing Party 30 days after receipt by the depositary of notification of signature.

3. This Arrangement shall be deposited with the Government of Solomon Islands.

4. Reservations of this Arrangement shall not be permitted.

ARTICLE V

WITHDRAWAL OR AMENDMENT

1. Any Party may withdraw from this Arrangement by giving written notice to the depositary. Withdrawal shall take effect one year after receipt of such notice.
2. Any amendments to this Arrangement proposed by a Party shall be adopted only by unanimous decision of the Parties to this Arrangement.

ARTICLE VI

THE NAURU AGREEMENT

This Arrangement is subordinated to and governed by the Nauru Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorised by their respective Governments have signed this Arrangement.

Federated States of Micronesia

Republic of Kiribati

Republic of the Marshall Islands

Republic of Nauru

Republic of Palau

Papua New Guinea

Solomon Islands

A SECOND ARRANGEMENT IMPLEMENTING THE NAURU AGREEMENT SETTING FORTH
ADDITIONAL TERMS AND CONDITIONS OF ACCESS TO THE FISHERIES ZONES OF THE
PARTIES

Pursuant to Articles II, III, and IX of the Nauru Agreement Concerning Cooperation in the Management of Fisheries of Common Interest, hereafter referred to as the “ Nauru Agreement ” , wherein the Parties thereto agreed to conclude arrangements to facilitate the implementation of the Nauru Agreement, the Federated States of Micronesia, the Republic of Kiribati, the Republic of the Marshall Islands, the Republic of Nauru, the Republic of Palau, Papua New Guinea and Solomon Islands

HAVE AGREED AS FOLLOWS:

ARTICLE I

LICENSING TERMS AND CONDITIONS

In addition to those terms and conditions provided in Article II of An Arrangement Implementing the Nauru Agreement Setting Forth Minimum Terms and Conditions of Access to the Fisheries Zones of the Parties, the Parties shall establish the following minimum terms and conditions and utilize the prescribed common formats in all of their subsequent foreign fishing agreements and their licensing requirements concerning foreign vessels fishing the common stocks of fish within the Fisheries Zones and shall not issue licences unless the minimum terms and conditions are accepted and observed:

1. Transshipment at Sea Prohibited

The owner, charterer, operator, maser or any other person responsible for the operation of a licensed vessel (hereafter referred to as “ the operator ”) shall not tranship fish at sea whether such transshipment is done within a fisheries zone of a licensing Party or on the high seas and shall tranship only through ports designated by the licensing Party;

2. High Seas Catch Reporting and Maintenance of Log Books

Where a vessel is licensed to fish in one or more Fisheries Zones and is also used for fishing in the high seas during a fishing trip, the operator shall:

- (a) keep daily catch and effort records on board the vessel within the high seas on prescribed forms;
- (b) keep the relevant catch data form current at all times and produce it on demand to any authorized personnel; and
- (c) in accordance with the Minutes of an Agreement made in Palau on 19 September 1990, send by registered airmail to each licensing Party or its representative the following reports covering catch and effort in each Zone and the high seas for the whole trip:
 - (i) a preliminary report within 14 days of the completion of a trip; and
 - (ii) a final report within 45 days of the completion of the trip.

3. Observers

Upon request by a licensing Party, observers shall be placed on board licensed vessels and the operator and/or fishermen ' s association and/or flag state government shall pay the costs of such observers including:

- (a) full travel costs from the licensing country to the vessel and return;
- (b) salary; and
- (c) full insurance coverage.

ARTICLE II

ELECTRONIC POSITION AND DATA TRANSFER TECHNOLOGY

The operator and/or fishermen ' s association and/or flag state government shall ensure that an appropriate electronic positioning monitoring and data transfer device is installed and maintained in good working order on the vessel upon the request of the licensing Party.

ARTICLE III

SIGNATURE AND EFFECT

1. This Arrangement shall be open for signature by the Parties to the Nauru Agreement.
2. This Arrangement shall take effect 30 days following receipt by the depositary of the fifth instrument of approval. Thereafter, it shall take effect for any signing Party 30 days after receipt by the depositary of the instrument of approval.
3. This Arrangement shall be deposited with the Government of the Solomon Islands.
4. Reservations to this Arrangement shall not be permitted.

ARTICLE IV

AMENDMENT AND WITHDRAWAL

1. Any Party may withdraw from this Arrangement by giving written notice to the depositary. Withdrawal shall take effect one year after receipt of such notice.
2. Any amendment to this Arrangement proposed by a Party shall be adopted only by unanimous decision of the Parties to this Arrangement.

ARTICLE V

THE NAURU AGREEMENT

This Arrangement is subordinate to and governed by the Nauru Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorised by their respective Governments have signed this Agreement.

DONE at Koror this 19 day of September 1990

Federated States of Micronesia

Republic of Kiribati

Republic of the Marshall Islands

Republic of Nauru

Republic of Palau

Papua New Guinea

Solomon Islands